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Permission to Engage in Specific Business Activity in Japan

General Headquarters Supreme Commander for the Allied Powers

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GENERAL HEADQUARTERS
SUPREME COMMANDER FOR THE ALLIED POWERS
APO 500

AG 095 (10 Oct 49)FIB

12 November 1949

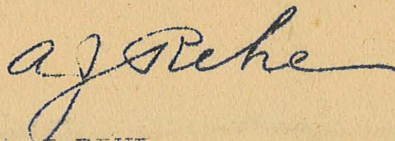
SUBJECT: Permission and License to Engage in a Specific Business Activity in Japan Involving the Importation or Dissemination of Educational, Informational or Cultural Materials (FIB-191)

TO: Rev Jacob DeShazer ✓
Free Methodist Mission
APO 25

1. The Supreme Commander for the Allied Powers hereby permits Rev Jacob DeShazer, hereinafter referred to as permittee or licensee, to sell in Japan to Japanese publishers such rights as are owned by him to translate, publish and sell the book titled, "From Japanese Raider to Japanese Missionary."

2. The permission and license hereby granted is subject to the terms and conditions and limitations contained in Annex A, attached hereto and incorporated herein by reference.

FOR THE SUPREME COMMANDER:



1 Incl
Annex A (FIB Form 2,
as rev. 18 Oct 49)

A. J. R. H. E.
Major, AGD
Asst Adj Gen

ANNEX A

SUBJECT: Terms, Conditions and Limitations of Permission and License to Engage in a Specific Business Activity in Japan Involving the Importation or Dissemination of Educational, Informational or Cultural Materials.

1. Permission to engage in such specific business activity shall in no way constitute grounds for any special claim on materials, facilities and services necessary to carry out the business activity.
2. Permission to engage in such specific business activity is contingent upon compliance with any and all regulations of the Supreme Commander for the Allied Powers and with Japanese import and excise tax laws and with any and all other laws of the Japanese Government.
3. Permittee, at all times, shall maintain complete and accurate records of the specific business activity, and such records shall be readily accessible and subject to inspection by duly authorized representatives of the Supreme Commander for the Allied Powers and of the Japanese Government. The facilities and premises shall be open at all reasonable times for inspection by duly authorized representatives of the Supreme Commander for the Allied Powers and the Japanese Government.
4. The attention of the licensee is directed particularly to Circular No. 12, General Headquarters, Supreme Commander for the Allied Powers, dated 9 May 1948, Subject: Admission of Foreign Magazines, Books, Motion Pictures, News and Photograph Services, et cetera, and Their Dissemination in Japan. The sale to Japanese publishers of rights owned by licensee to translate, publish and sell the material authorized by this permission and license will be concluded through the Supreme Commander for the Allied Powers in accordance with said circular.
5. Licensee is authorized to contract in Japan through the Supreme Commander for the Allied Powers, insofar as necessary to the conduct of the specific business for which this permission and license is granted, with individuals, agencies, firms, partnerships, companies and corporations, whether or not of Japanese nationality, for the sale of rights owned by licensee to translate, publish and sell the material authorized by this permission and license.
6. Contracts, the performance of which may take place in whole or in part, in any country other than Japan, shall not be entered into by licensee with any person, firm, or agency in Japan, except with the prior express approval of the Supreme Commander for the Allied Powers.

Annex A Cont'd.

Subj: Terms, Conditions and Limitations of Permission and License to Engage in a Specific Business Activity in Japan Involving the Importation or Dissemination of Educational, Informational or Cultural Materials.

7. Except as hereafter specifically authorized by the Supreme Commander for the Allied Powers, all contracts entered into by licensee, the performance of which will take place in Japan, shall be expressed in and all payments made thereunder or pursuant thereto shall be made in Japanese yen.

8. Except as herein or as otherwise authorized by the Supreme Commander for the Allied Powers, all Japanese yen received by the licensee from whatever source in the specific business activity hereby permitted and licensed shall:

(a) Be used by the licensee for expenditure only in the acquisition of such goods and services in Japan as are clearly essential to its authorized operations in Japan.

(b) Be transferred by licensee only in payment of authorized obligations, excepting, however, licensee may loan such yen to any person, firm, agency or organization executing a written instrument providing for repayment of said loan solely in yen currency. Within 30 days subsequent to the execution of any loan, licensee shall file with Foreign Investment Board, Supreme Commander for the Allied Powers, a report disclosing the parties to and terms of said loan.

(c) Not be converted into foreign exchange for an indefinite period, and shall be accepted by the licensee entirely at its own risk without guarantee as to value when conversion into foreign exchange becomes permissible. The licensee will not press for conversion in advance of restoration of normal Japanese foreign exchange transactions.

(d) Not be used for investment of any kind except in compliance with and pursuant to Circular 2, Supreme Commander for the Allied Powers, 14 January 1949.

9. Under the authority of this permission and license, licensee will not engage in any business or conduct any operation in Japan not necessary and incidental to the sale of rights owned by licensee to translate, publish and sell the materials authorized by this permission and license.